

## **REMARKS**

### **I. INTRODUCTION**

Claims 1-29 were previously canceled. Claims 30-49 remain pending. Claims 30 and 46 have been amended to particularly point out and distinctly claim the subject matter of the present invention. No new matter has been added. In view of the above amendments and the following remarks, it is respectfully submitted that all of the presently pending claims are allowable.

### **II. THE 35 U.S.C. § 101 REJECTIONS SHOULD BE WITHDRAWN**

The Examiner has rejected claims 30-36 and 46-49 under 35 U.S.C. § 101 as directed to non-statutory subject matter. (See 12/13/2004 Office Action, p. 2). Specifically, the Examiner stated that these claims fail to recite the use of any type of technology, and constitute only an idea on identifying consumers and presenting offers thereto. (Id. at p. 3). Claims 30 and 46 have been amended to include the use of technology (e.g., data capture device, offer display device, data farm device) within the recited steps of the claimed methods. Therefore, it is respectfully submitted that the rejection of these claims under 35 U.S.C. § 101 should be withdrawn.

### **III. THE 35 U.S.C. § 102 REJECTIONS SHOULD BE WITHDRAWN**

The Examiner has rejected claims 30-49 under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,055,573 to Gardenswartz et al. ("the Gardenswartz patent"). (See 12/13/2004 Office Action, p. 4).

The Gardenswartz patent describes a system for delivering a targeted advertisement to a consumer. (See the Gardenswartz patent, Abstract). A customer is provided with a customer identification (CID), which allows a store to record purchase data for the customer when the CID

is presented at checkout. (*Id.* at col. 5, lines 44-64). Each customer is assigned a purchase behavior classification based on the customer's offline purchase history (e.g., not through merchant websites). (*Id.* at col. 10, lines 17-23). Targeted advertisements, based on the purchase behavior classification, are transmitted to a personal computer used by the customer. (*Id.* at col. 10, lines 23-28). One type of targeted advertisement described by the Gardenswartz patent is a value contract. (*Id.* at col. 14, lines 50-51). According to the value contract, "the consumer is offered a reward for complying with a particular behavioral pattern such as a predefined change in behavior or the continuance of an established behavior." (*Id.* at col. 14, lines 51-55). For example, "in order for a consumer to fulfill a value contract and receive a reward, the consumer may be required to purchase a preselected amount of a specified product within a predetermined amount of time." (*Id.* at col. 15, lines 8-12). Thus, the customer only enters into the value contract if he/she performs according to its term.

Claim 1 of the present application recites a method for storing and retrieving consumer-transaction information, wherein the method includes the step of "receiving an indication of acceptance of the offer from the consumer at the first merchant location." In this manner, the consumer is recognized at a first merchant location, and all relevant transaction information is recorded and applied to subsequent transactions. That is, the consumer may be presented with an offer (e.g., a coupon) for an item (e.g., batteries) which corresponds to an item in the first transaction (e.g., mp3 player). (*See* Specification, p. 9, lines 3-26). Thus, when the consumer is identified during a second transaction at a second merchant location, the offer, if accepted at the first merchant location, may be applied to the second transaction.

The Gardenswartz patent does not disclose or suggest "receiving an indication of acceptance of the offer from the consumer at the first merchant location," as recited in claim 30. It appears that the Examiner is equating "the offer" of the present invention to "the value contract" of the Gardenswartz patent. (*See* 12/13/2004 Office Action, pp. 4-5). However, as noted above, the customer does not indicate acceptance or refusal of the value contract when it is initially viewed. That is, the customer must perform some act(s) to indicate acceptance of the

value contract (i.e., "buy Brand Z soda twice a week"). (See the Gardenswartz patent, col. 15, lines 28-29). Furthermore, the value contracts are "electronically delivered to the respective computers of registered consumers." (*Id.* at col. 10, lines 23-26; col. 7, lines 11-24). The Gardenswartz patent does not disclose or suggest that the value contracts, or any targeted advertisements, are presented to the customer at the merchant location. Therefore, the Gardenswartz patent neither discloses nor suggests "receiving an indication of acceptance of the offer from the consumer at the first merchant location," as recited in claim 30.

It is respectfully submitted that claim 30 is not anticipated by the Gardenswartz patent for the reasons discussed above and that this rejection should be withdrawn. Because claims 31-36 depend from and, therefore, include all of the limitations of claim 30, it is respectfully submitted that these claims are also allowable.

Claim 37 recites a system which includes substantially the same limitations as claim 30, including "an offer display device which receives the one of the offers from the data farm, displays the one of the offers to the consumer, receives an indication of acceptance of the one of the offers from the consumer and forwards the indication of acceptance to the data farm device, wherein the data farm device stores the indication of acceptance in the unique identification record of the consumer." Therefore, for the same reasons stated above, Applicant respectfully submits that claim 37 is allowable and the rejection of this claim should be withdrawn. Because claims 38-45 depend from and, therefore, include all of the limitations of claim 37, it is respectfully submitted that these claims are also allowable.

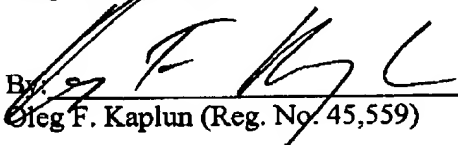
Claim 46 recites a method comprising substantially the same limitations as claim 30, including "receiving an indication of acceptance of the offer from the consumer at the merchant location." Therefore, for the same reasons stated above, Applicant respectfully submits that claim 46 is allowable and the rejection of this claim should be withdrawn. Because claims 47-49 depend from and, therefore, include all of the limitations of claim 46, it is respectfully submitted that these claims are also allowable.

**CONCLUSION**

In light of the foregoing, Applicant respectfully submits that all of the pending claims are in condition for allowance. All issues raised by the Examiner having been addressed, an early and favorable action on the merits is earnestly solicited.

Respectfully submitted,

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